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the duties of a wife. She went through the marriage service solely to secure a right to bear the name of a married woman and in that way to hide the shame of having had an illegitimate child, intending to leave her husband at the church door and not see him again. That plan she carried into effect. It is settled that a contract for the sale of goods is induced by fraud and for that reason voidable where the purchaser had an intention when the contract was made not to perform his promise to pay for them. If an intention not to perform his promise renders a contract for purchase of property voidable, a fortiori the same result must follow in case of a contract to enter into 'the holy state of matrimony.' See in this connection generally Barnes *v.* Wyethe, 28 Vt. 41. Cases where a defendant in a bastardy complain goes through the form of a marriage with the woman in question to secure his discharge intending never to live with her, may well involve other considerations. See in this connection 1 Bishop, M. D. & S. § 476, and cases last cited."

Contracts—Rescission—What Constitutes Refusal to Perform.—In Hoggson Bros. *v.* First Nat. Bank of Roswell, in the U. S. Circuit Court of Appeals, Eighth Circuit (May, 1916, 231 Fed. 869), it was held that where architects who had contracted to build a bank building for a fixed sum wrote to the bank suggesting that the work desired would cost more than the amount limited, and stated that if the bank insisted on keeping within that limit the architects would prefer not to do the work, to which the bank replied that they considered the matter off and would begin negotiations elsewhere, whereupon the architects telegraphed that they were ready and anxious to begin the work, the statement that they would prefer not to do the work was not an absolute refusal to do it, which alone is sufficient to authorize rescission by the other party, and they can recover under the contract for their services and disbursements theretofore rendered. The court cited Fay *v.* Oliver (20 Vt. 118, 49 Am. Dec. 764); Benjamin on Sales (7th ed., § 568); Dingley *v.* Oler (117 U. S. 490, 502, 6 Sup. Ct. 850, 29 L. Ed. 984); McBath *v.* Jones Cotton Co. (149 Fed. 383, 286, 79 C. C. A. 203); Smoot *v.* United States (15 Wall. 36, 49, 21 L. Ed. 107); Swiger *v.* Hayman (56 W. Va. 123, 127, 48 S. E. 839, 107 Am. St. Rep. 899, 3 Ann. Cas. 1030); Armstrong *v.* Ross (61 W. Va. 38, 48, 55 S. E. 895); Bannister *v.* Victoria Co. (63 W. Va. 502, 61 S. E. 338); Poling *v.* Broom Co. (55 W. Va. 529, 543, 47 S. E. 279); Kilgore *v.* Baptist Ass'n (90 Tex. 139, 142-143, 37 S. W. 598); Provident *v.* Ellinger (Tex. Civ. App., 164 S. W. 1024, 1026); Roehm *v.* Horst (178 U. S. 1, 12, 20 Sup. Ct. 780, 44 L. Ed. 953); Wells *v.* Hartford Manilla Co. (76 Conn. 27, 55 Atl. 599).

Negligence—Concurring with Act of God.—In Sloan *v.* White Engineering Co., 89 S. E. 564, the Supreme Court of South Carolina

recently held that the defendant was liable for the death of plaintiff's intestate from a stroke of lightning, if its negligence was a concurrent cause with the act of God of the death. The court said in part:

"The specific acts of negligence were alleged, the failure to ground and the wrapping of the wires around the bushings. When the defendants relied for a defense upon the act of God, as they did, it was incumbent on them to show that there was no joinder to that of their own negligent act. The rule is so stated in Slater *v.* Railroad (29 S. C. 96, 6 S. E. 936) and Ferguson *v.* Railroad (91 S. C. 64, 74 S. E. 129), both of which were actions for lost freight. There is no sound reason to differentiate the case at bar from those cases; to do so would be to suggest a refinement which is more academic than sound. The deceased was inside the house; the alleged acts of negligence were on the outside, and were in the particular knowledge of the defendants, for they arose out of the defendants' own knowledge and conduct. When the defendants alleged, as they did, that the deceased met his death by a vis major, and that therefore the defendants were acquitted, the answer of the law is that they are not excused unless the vis major was the sole operating cause. The gist of it is that the 'act of God' means in law not only a vis major, but a vis major uncoupled with negligence. If the defendants had stopped with proof of death by lightning that would not have excused the killing; they had to show that such was the sole cause in order to escape the consequences."